

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, Development Services Director, 954-797-1101

PREPARED BY: Marcie O. Nolan, Acting Planning and Zoning Manager

SUBJECT: Resolution entering into a Campus Development Agreement with
the University
of Florida

AFFECTED DISTRICT: Mayor and District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town is fortunate to have the University of Florida located within our municipal boundaries. As the University of Florida is a state educational facility, it has separate requirements under State Statutes governing their development applications and is not required to meet the requirements concurrently in Chapter 163, Florida Statutes. Instead, the legislature adopted the Campus Development Agreement (CDA) requirement, under Section 1013.30 Florida Statutes, as a mechanism to ensure that the Town of Davie and the University of Florida coordinate the impacts of proposed development over a 10 years planning horizon (2005-2015). This agreement exempts the University from local impact fees and the development review processes. This will be the first CDA between the Town and the University of Florida.

Any new development must be stated within the University's approved master plan. The Town has an approved copy on file. Based upon this plan, the University has planned 2,500 square feet of graduate student housing and 7,500 square feet of field support and greenhouses over the next ten years. The CDA estimated future development impacts upon public facilities including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation based upon the future development. The CDA was reviewed by Planning, Police, Fire Safety,

Utilities, Engineering, Parks and Recreation Department. Town staff has determined that there will be capacity to service these needs over the next ten years.

In addition, the CDA recognizes the work of the RAC master plan and has placed a provision for an amendment to the CDA upon adoption of the RAC master plan when there is a conflict between the two plans. The agreement also acknowledges the need for additional road right-of-way along both SW 30th Street and College Avenue and provides a mechanism for future dedications. The CDA will ensure that public safety coordination occurs between the University and the Town's Fire Safety Department and Police Department. Finally, the Utilities Department has been able to secure the necessary lift station easements along College Avenue needed for planned improvements.

PREVIOUS ACTIONS: N/A

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff recommends approval of the Campus Development Agreement

Attachment(s): Resolution, Campus Development Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A CAMPUS DEVELOPMENT AGREEMENT AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Ft. Lauderdale Research and Education Center of the University of Florida is located within the Town of Davie; and

WHEREAS, Florida Statutes Section 1013.30 requires that the Town of Davie and the University of Florida enter into a Campus Development Agreement to determine the impacts of proposed campus development over a ten year time horizon; and

WHEREAS, the Town desires to enter into this Campus Development Agreement for the years 2005 through 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into the Campus Development Agreement, attached hereto as Exhibit "A", between The Town of Davie and University of Florida Board of Trustees.

SECTION 2. The Town Administrator is authorized to make and accept future modifications to the agreement as may be necessary.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____,
2007.

ER

MAYOR/COUNCILMEMB

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

**CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE UNIVERSITY OF
FLORIDA BOARD OF TRUSTEES AND THE TOWN OF DAVIE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the **TOWN OF DAVIE** (herein referred to as the “TOWN”), a municipal corporation of the State of Florida and the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the “UFBOT”), a public body corporate of the State of Florida, for and on behalf of the Institute of Food and Agricultural Sciences.

WITNESSETH:

WHEREAS, the Ft. Lauderdale Research and Education Center of the University of Florida is considered to be a vital public facility which provides research and education benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the Town of Davie, and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida statutes, and

WHEREAS, the UFBOT has prepared and adopted a campus master plan for the years 2005-2015 for the University of Florida which includes the Ft. Lauderdale Research and Education Center (herein referred to as the “Center”), in compliance with the requirements set forth in Section 1013.30, Florida Statutes, and

WHEREAS, upon adoption of the campus master plan by the UFBOT, the UFBOT and Town are required to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

WHEREAS, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

WHEREAS, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify the UFBOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree as follows:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS

- 2.1 The term “aggrieved or adversely affected person” means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.2 The term “campus master plan” means the University of Florida Campus Master Plan, which was prepared and adopted consistent with the requirements of Section 1013.30, Florida Statutes.
- 2.3 The term “comprehensive plan” means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.4 The term “concurrency” means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.5 The term “development” means the carrying out of any building activity or the making of any material change in the use of any structure or land.
- 2.6 The term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, public transportation, fire and emergency rescue facilities.
- 2.7 The term “state land planning agency” means the Department of Community Affairs.

3.0 INTENT AND PURPOSE

This Agreement is intended to implement the requirements of concurrency contained in Section 1013.30, Florida Statutes. It is the intent of the UFBOT and TOWN to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, public transportation, fire and emergency rescue facilities are available for new development consistent with the level of service standards for these facilities as adopted in the Town’s comprehensive plans.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and adhered to by the UFBOT and the TOWN.
- 4.2 The UFBOT represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval

of any third parties, and this Agreement constitutes a valid, binding and enforceable Agreement of the UFBOT.

- 4.3 The TOWN represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the TOWN represents that this Agreement has been duly authorized by the TOWN and constitutes a valid, binding and enforceable contract of the TOWN having been approved by the TOWN and having been the subject of one or more duly noticed public hearings as required by Section 1013.30 Florida Statutes; and does not violate any other Agreement to which the TOWN is a party, the Constitution of the State of Florida, or any Charter, ordinance, judgment or other requirement of law to which the TOWN is subject.
- 4.4 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163 and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the TOWN for construction projects subject to this Agreement, as identified in Exhibit A.
- 4.6 In the event that all or a portion of a project identified in the campus master plan should be damaged or destroyed by a fire, storm, or other casualty, the UFBOT shall have the right to rebuild, and/or repair the structures, and the performance of any obligations in this Agreement directly attributable thereto shall be automatically extended during such re-building, alteration and/or period.
- 4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.8 Upon execution of this Agreement, all campus development identified in Exhibit "A", which summarizes projects identified in the adopted University of Florida campus master plan, may proceed without further review by the TOWN if it is consistent with the terms of this Agreement and the adopted University of Florida campus master plan.
- 4.9 If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.
- 4.10 It shall be expressly clear and understood that the principles to guide the use, location and timing of development identified in Exhibit "A" shall be those established in the University of Florida campus master plan, and not in this Agreement.
- 4.11 This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

- 4.12 The TOWN and the UFBOT agree that the projects identified in Exhibit “A” are not in conflict with the TOWN’s Regional Activity Center plan as provided for in its Comprehensive Plan. If at any time during the duration of this Agreement, the UFBOT determines to modify the projects identified in Exhibit “A”, these projects as modified will not conflict with such Regional Activity Center plan. Furthermore, any such modifications which may result in an amendment to the University of Florida’s campus master plan meeting any of the criteria in Section 1013.30(9), Florida Statutes, shall be reviewed and adopted in accordance with Section 1013.30(6)-(8), Florida Statutes.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by all parties and shall remain in effect through December 31, 2015, unless extended by the mutual consent of the UFBOT and the TOWN, or amended, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The geographic area subject to this Agreement and included within is presented in Appendix B including UFBOT lands identified in the adopted University of Florida campus master plan’s Future Land Use Map (Figure 16-1), dated March 2006 with the exception of those State lands transferred to the Florida Atlantic University Board of Trustees through an Agreement dated November 14, 2004 for lands identified in Appendix C.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

- 7.1 The Center’s stormwater management system is comprised of natural drainage features, such as gently sloping swales and detention ponds. No stormwater management facilities are shared with the Town. Since the predominant land use is agricultural, stormwater detained in the detention ponds is used for irrigation purposes. A portion of the runoff drains into a canal operated by the South Florida Water Management District.
- 7.2 The Town provides potable water and fire protection facilities and services to the Center. The potable water distribution system serving the Center consists of a water main and a lateral.
- 7.3 Sanitary sewer treatment and disposal services are provided by the Town. The sanitary sewer system serving the Center consists of a gravity collection system and pump station.
- 7.4 Solid waste from the Center is collected by a private vendor from an onsite collection facility and hauled to County transfer stations. The disposal of solid waste collected on the campus is handled by the Broward County office of Integrated Waste Management, Solid Waste Operations Division.
- 7.5 There are no UFBOT-owned or operated recreational facilities or open space at the Center. Several large tennis courts owned and maintained by the Broward Community College exist on adjacent state lands. Within the Town, there are twenty-eight public parks covering 720 acres including recreation centers and nature preserves along with additional equestrian and recreational trail facilities. These resources are available to University of Florida students, faculty and staff.

- 7.6 Students, faculty, staff and visitors access the Center via College Avenue, a 2-lane local road. Other significant transportation facilities within the vicinity of the Center include Davie Road (4-lane collector), University Drive (6-lane principal arterial), I-595/SR84 (limited access State principal arterial), Griffin Road (6-lane major arterial), SW 30th Street / Abe Fishler Street (2-lane collector), SW 39th Street (2-lane collector), and Nova Drive (2-lane collector).
- 7.7 Broward County Transit offers two transit routes within walking distance to the Center. Route 9 runs between the Broward Central Terminal and Young Circle on 45-minute headways. Route 12 runs between the Broward West Regional Terminal and North Beach Park on 45-minute headways. The South Florida Education Center Transportation Management Association also provides express shuttle service from the Center to Tri-Rail facilities and services. The Davie Community Transit, operated by the Town of Davie, provides two shuttle routes with service along Nova Drive, Davie Road and University Drive in the vicinity of the Center.
- 7.8 The Town provides emergency **response, homeland security, disaster management, and critical incident** management **from** facilities **operated by** the Police and Fire **Rescue** Departments. The Town of Davie Fire Rescue Department is a full service professional organization. Through Fire Administration, Fire Rescue Operations, Emergency Medical Services and ambulance transportation, Fire Prevention and Life Safety, Special Operations and Training the department responds to residents' needs for all emergency and non-emergency services. The closest fire station is located at 6901 Orange Drive, approximately 2 miles from UFBOT campus. The Davie Police Department, with 246 employees, including more than 180 certified officers, the Davie Police Department provides full-time law enforcement services.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE TOWN

- 8.1 The Town has established the following level of service standards for stormwater management:
- (a) Federal Emergency Management Agency (FEMA) criteria for minimum floor elevations of building sites and floodplain protection provisions must be met. Exceptions to elevation standards necessary for flood protection may be made only to the degree that it would be impossible to comply with the elevation criteria without creating a greater probability of flooding existing buildings on adjacent lots.
 - (b) Maximum allowable discharges of three-quarters of an inch per acre per day for properties west of 100th Avenue, and one and one-half inch per acre per day for properties east of 100th Avenue.
- 8.2 The Town has established a level of service standard for sanitary sewer of 110 gallons per capita per day, which may also be described as 350 gallons per day equivalent residential connection for potable water service. The equivalent residential connection for schools is based on the following daily flow table:

<u>Schools</u>	<u>High School/College</u>
Day (per student/staff member)	15
Add for shower/per student	5
Add for cafeteria/per student or staff	5

Boarding School/per student	100
Dormitories/per student	100

- 8.3 The Town has established the following level of service standards for solid waste collection and disposal:

<u>Land Use</u>	<u>Amount of Solid Waste</u>
Residential	8.9 lb. per unit per day
Industrial and Commercial (Factory/Warehouse)	2 lb. per 100 square feet per day
Office Building	1 lb. per 100 square feet per day
Department store	4 lb. per 100 square feet per day
Supermarket	9 lb. per 100 square feet per day
Restaurant	2 lb. per meal per day
Drug Store	5 lb. per 100 square feet per day
Schools, K-8	10 lb. per room or 0.25 lb. per pupil per day
Schools, 9-12	8 lb. per room or 0.25 lb. per pupil per day
Institutions	
Hospital	8 lb. per bed per day
Nurse or intern home	3 lb. per person per day
Home for aged	3 lb. per person per day
Rest home	3 lb. per person per day

- 8.4 The Town has established a level of service standard for recreation and open space facilities of 10 acres per 1,000 population, with recreation lands comprising a minimum of 3 acres per 1,000 population.
- 8.5 The Town has established a minimum level of service standard of “D” for all transportation facilities, according to the current Florida Department of Transportation “Table of Generalized Daily Level of Service Maximum Volumes.”

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE UFBOT AND SERVICE PROVIDERS

The UFBOT have entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the Center:

- 9.1 There are no financial arrangements between the UFBOT and the Town or any other entity for the provision of stormwater management facilities or service to the Center.
- 9.2 The UFBOT has arranged to pay the TOWN for the provision of potable water facilities and services to the Center. These charges are payable to the TOWN, in accordance with the agreement between the UFBOT and the TOWN.
- 9.3 The UFBOT has arranged to pay the TOWN for the provision of sanitary sewer facilities and services to the Center. These charges are payable to the TOWN in accordance with the agreement between the UFBOT and the TOWN.
- 9.4 Solid waste collection and disposal facilities and services to the Center are provided through a contract with a private contractor.

- 9.5 There are no financial arrangements between the UFBOT and the Town or any other entity for the provision of open space and recreation facilities and services to the Center.
- 9.6 There are no financial arrangements between the UFBOT and the Town for the provision of transportation facilities and services to the Center. However, the UFBOT participates as a member of the South Florida Education Center Transportation Management Association to provide alternative transportation facilities and services including shuttle connections to Tri-Rail facilities.
- 9.7 The UFBOT and Broward County Department of Planning and Environmental Protection have entered into a Sublease Agreement (#2740-02 affecting 1.58 acres) for certain lands within the Center for which Broward County assumes responsibility for any financial arrangements for the provision of public facilities and services necessary to support the growth and development of County facilities located at the Center.
- 9.8 The UFBOT has entered into Sublease Agreements with the U. S. Department of Agriculture (#2740-01 affecting 5.48 acres) and the State of Florida Division of Forestry (affecting 1.0 acre) for certain lands within the Center for which these entities assume responsibility for any financial arrangements for the provision of public facilities and services necessary to support the growth and development of their facilities located at the Center.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The UFBOT and TOWN agree that development proposed in the adopted University of Florida campus master plan should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the TOWN, as long as all development identified in the adopted University of Florida campus master plan and Exhibit "A" of this Agreement is consistent with the policies contained in the Ft. Lauderdale Research and Education Center Element/Stormwater Management Sub-Element of the adopted University of Florida campus master plan.
- 10.2 The UFBOT and TOWN agree that development proposed in the adopted University of Florida campus master plan should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the CITY and COUNTY, so long as the UFBOT encourages water protection and conservation consistent with policies contained in the Ft. Lauderdale Research and Education Center Element/Potable Water Sub-Element of the adopted University of Florida campus master plan.
- 10.3 The UFBOT and TOWN agree that development proposed in the adopted University of Florida campus master plan should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the TOWN.
- 10.4 The UFBOT and TOWN agree that development proposed in the adopted University of Florida campus master plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the TOWN.

- 10.5 The UFBOT and TOWN agree that development proposed in the adopted University of Florida campus master plan should not degrade the operating conditions for public recreation facilities and open space below the level of service standards adopted by the TOWN.
- 10.6 The UFBOT and TOWN agree that development proposed in the adopted University of Florida campus master plan should not degrade the operating conditions for transportation facilities and services including transit services below the level of service standards adopted by the TOWN.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

- 11.1 The UFBOT and TOWN agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted University of Florida campus master plan and to meet the future needs of the UFBOT for the duration of this Agreement. The UFBOT and TOWN further agree that no off-campus stormwater management improvements need to be provided, as long as all development identified in the adopted University of Florida campus master plan and Exhibit "A" of this Agreement is consistent with the policies contained in the Ft. Lauderdale Research and Education Center Element/Stormwater Management Sub-Element of the adopted University of Florida campus master plan and provides necessary stormwater management facilities required under the applicable Water Management District rules.
- 11.2 The UFBOT and TOWN agree that there is sufficient potable water facility capacity to meet the potable water demands of the UFBOT as proposed in the adopted University of Florida campus master plan and Exhibit A of this Agreement. The UFBOT and TOWN further agree that no off-campus potable water improvements need to be provided.
- 11.3 The UFBOT and TOWN agree that there exists sufficient wastewater treatment facility capacity to meet the future needs of the UFBOT for the duration of this Agreement. The UFBOT and TOWN further agree that no off-campus wastewater treatment improvements need to be provided.
- 11.4 The Broward County solid waste transfer station provides sufficient solid waste disposal capacity to accommodate the impacts from County solid waste disposal customers. The UFBOT and TOWN agree that no off-campus solid waste improvements need to be provided.
- 11.5 The UFBOT and TOWN agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted University of Florida campus master plan to meet the future needs of the UFBOT for the duration of this Agreement. The UFBOT and TOWN further agree that no off-campus open space and recreation improvements need be provided.
- 11.6 The UFBOT and TOWN agree that there is sufficient transportation facility and service capacity to accommodate the impacts of development proposed in the adopted University of Florida campus master plan to meet the future needs of the UFBOT for the duration of this Agreement. The UFBOT and TOWN further agree that no off-campus transportation facility or service improvements need be provided. The UFBOT and TOWN agree that SW 30th Avenue is not designed to meet engineering standards and to bring the roadway up to such standards will require additional right-of-way. The UFBOT and TOWN agree

that College Avenue will require additional right-of-way to ensure an adequate level of service. Therefore, UFBOT agrees to negotiate with the TOWN to dedicate the rights-of-way necessary at the time funding is secured for construction.

- 11.7 The UFBOT and TOWN agree that there is sufficient transit facility and service capacity to accommodate the impacts of development proposed in the adopted University of Florida campus master plan to meet the future needs of the UFBOT for the duration of this Agreement. The UFBOT and TOWN further agree that no off-campus transportation facility or service improvements need be provided.
- 11.8 UFBOT shall share with the Town of Davie Police and Fire **Rescue** Departments a critical incident plan and disaster response plan that may exist on the facility. This plan shall include descriptions of all Emergency Management Planning objectives in the event of the following; hurricanes, fires, explosions, radiological and biological terrorism or other similar events. This plan shall be reviewed annually by the Town of Davie Police and Fire Departments.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

- 12.1 The UFBOT and TOWN agree that no off-campus stormwater management improvements need be assured by the UFBOT.
- 12.2 The UFBOT and TOWN agree that no off-campus potable water improvements need be assured by the UFBOT.
- 12.3 The UFBOT and TOWN agree that no off-campus sanitary sewer improvements need be assured by the UFBOT.
- 12.4 The UFBOT and TOWN agree that no off-campus solid waste improvements need be assured by the UFBOT.
- 12.5 The UFBOT and TOWN agree that no off-campus parks and recreation improvements need be assured by the UFBOT.
- 12.6 The UFBOT and TOWN agree that no off-campus transportation and transit improvements need be assured by the UFBOT.

13.0 CAPACITY RESERVATION

- 13.1 The UFBOT are reserving capacity pursuant to this Agreement. Development for which capacity is reserved is identified in the Ft. Lauderdale Research and Education Center Element of the University of Florida campus master plan, adopted on March 31, 2006, and is attached hereto as Exhibit "A", and incorporated herein by this reference.
- 13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element and Urban Design Element of the University of Florida campus master plan, adopted on March 31, 2006 as applicable to the Ft. Lauderdale Research and Education Center.
- 13.3 The TOWN agrees to reserve present and planned capacity of the public facilities and services necessary to support the projects identified in Section 11.0 and Exhibit "A" for

the duration of this Agreement. The UFBOT shall comply with all the terms and conditions of this Agreement and to provide financial assurances as set forth in Section 12.0 of this Agreement.

- 13.4 The TOWN acknowledges that subsequent development projects by others may reserve capacity of public facilities in the same geographic area identified in Exhibit “B”. The TOWN also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the UFBOT to meet concurrency requirements and/or to prevent development identified in the University of Florida campus master plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

- 14.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.
- 14.2 If state or federal laws are enacted subsequent to execution of this Agreement, which are applicable to or preclude either party’s compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as necessary to comply with the relevant state or federal laws.

15.0 AMENDMENT

- 15.1 This Agreement may be amended as provided in Section 1013.30, Florida Statutes and in conjunction with any amendment to the adopted University of Florida campus master plan within the geographic area identified in Exhibit “B” which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the city or any affected local government.
- 15.2 Requests for amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all parties hereto.
- 15.4 In the event of a dispute arising from the implementation of this Agreement, the parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The TOWN finds that this Agreement and the proposed development identified in Exhibit “A” provided for herein are consistent with the Town’s Comprehensive Plan to the extent that this Agreement addresses issues that are addressed in the Town’s comprehensive plan.

17.0 ENFORCEMENT

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the Town is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a party to this Agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

- 18.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving disputes pursuant to this Agreement.
- 18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 18.4 If either the UFBOT or TOWN rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Section 1013.30, Florida Statutes, has 60 days to hold informal hearings, if necessary, to resolve the dispute.

19.0 MONITORING AND OVERSIGHT

- 19.1 The TOWN may upon request review all relevant information concerning development activity on the University of Florida campus to verify that the terms of this Agreement are satisfied.
- 19.2 The UFBOT may upon request review all relevant information concerning development activity by the TOWN to verify that conditions identified in Section 13.0 of this Agreement are met.
- 19.3 If any party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

20.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

21.0 FORWARDING AGREEMENT TO STATE LAND PLANNING AGENCY

A copy of the executed Agreement shall be forwarded to the state land planning agency by the UFBOT within 14 days after the date of execution.

22.0 NOTICES

22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;
By registered or certified mail;
By deposit with an overnight express delivery service.

22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective on the business day after deposit with the express delivery service.

For the purpose of notice, the address of the TOWN shall be:

Mayor
Town of Davie
6591 Orange Drive
Davie, Florida 33314

With a copy to:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

The address of the UFBOT shall be:

University of Florida Board of Trustees
Vice President for Business Affairs
University of Florida
204 Tigert Hall
P. O. Box 113100
Gainesville, Florida 32611

With a copy to:

Senior Vice President for Agriculture and Natural Resources
University of Florida
1008 McCarty Hall
P. O. Box 110180
Gainesville, Florida 32611

Vice President and General Counsel
University of Florida
123 Tigert Hall
P. O. Box 113125
Gainesville, Florida 32611

23.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedule to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

- Exhibit "A" – Development Authorized By The Agreement
- Exhibit "B" – Geographic Area Covered By The Agreement (Context Area)
- Exhibit "C" – University of Florida Ft. Lauderdale Research and Education Center:
Subleases and State Lands Transferred to Florida Atlantic University

IN WITNESS THEREOF, the parties have set their hands and seals to this Campus Development Agreement on the day and year indicated.

APPROVED by the UFBOT this _____ day of _____, 2007.

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

J. Ed Poppell,
Vice President for Business Affairs

Date

APPROVED:

Jimmy G. Cheek,
Senior Vice President
for Agriculture and Natural Resources

APPROVED AS TO FORM AND LEGALITY:

M. Kristina Raattama
Associate General Counsel

APPROVED by the Town Council this _____ of _____, 2007.

ATTEST:

TOWN COUNCIL
OF THE TOWN OF DAVIE FLORIDA

Russell Muniz, Town Clerk

BY: _____
Tom Truex, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

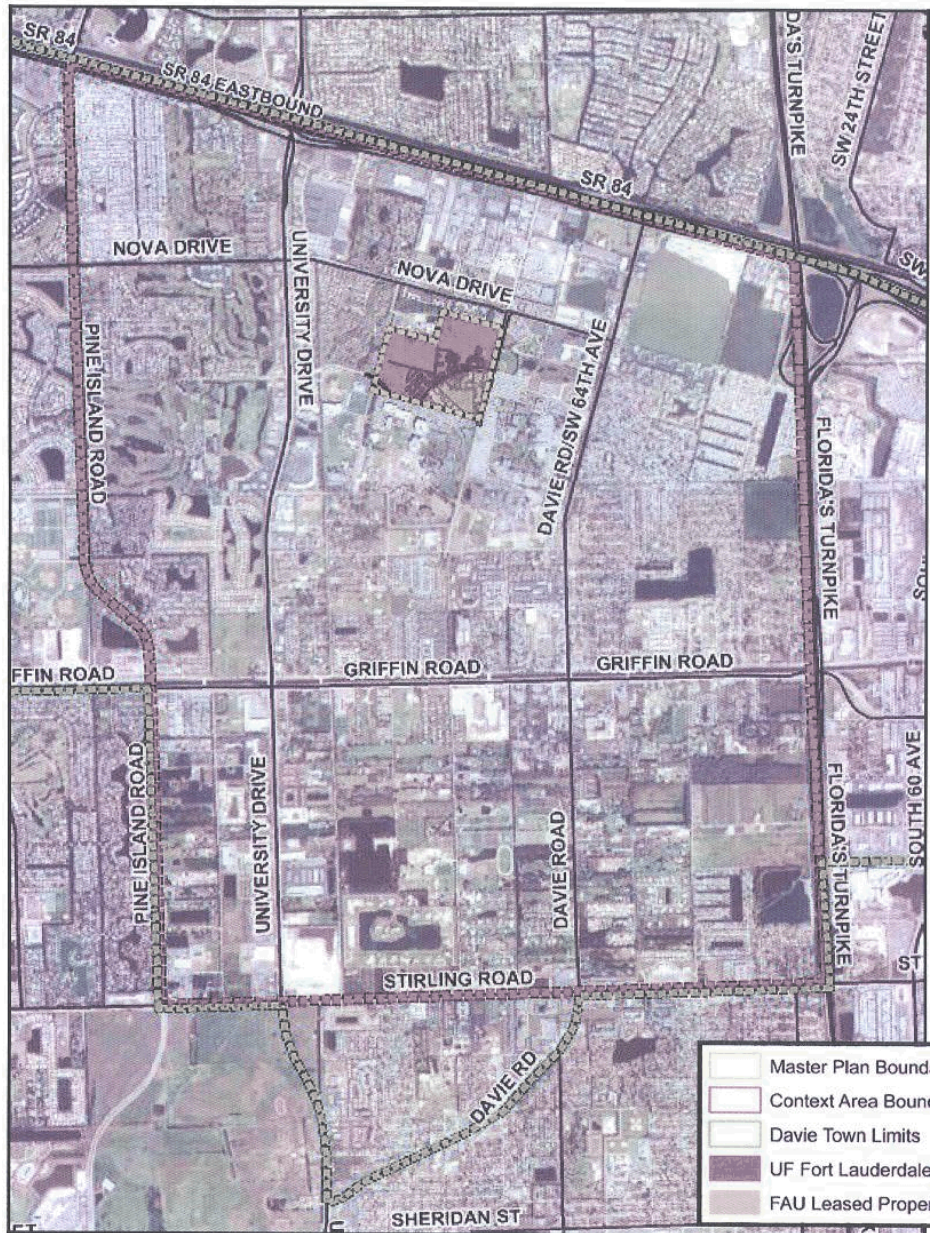
Town Attorney

EXHIBIT "A"
DEVELOPMENT AUTHORIZED BY THE AGREEMENT AND FOR WHICH
CAPACITY IS RESERVED

<u>Project Title</u>	<u>Year</u>	<u>Net New GSF</u>	<u>Space Type</u>
Graduate Student Housing (four-bedroom residential structure to accommodate graduate students working on the site)	2005	2,500	Housing
Field Support & Greenhouses	2005-2015	7,500	Academic/Research
Replacement Facilities	2005-2015	na	Academic/Research

Replacement facilities are University of Florida assets that will be relocated from portions of the Center that have been transferred to Florida Atlantic University as depicted in Exhibit "C". These University of Florida assets will be relocated to those lands at the Center that remain unencumbered with the University of Florida.

EXHIBIT "B"
GEOGRAPHIC AREA COVERED BY THE AGREEMENT
(CONTEXT AREA)



Campus Development Agreement Between
the University of Florida Board of Trustees and the Town of Davie

EXHIBIT "C"

**University of Florida Ft. Lauderdale Research and Education Center:
State Lands Subleased to Florida Atlantic University**



